

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATIN	PAG 1	O PAGE 69
2. CONTRACT		3. SOLICITATION NO. W917PM-07-R-0043		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE 31 Jan 2007	
7. ISSUED AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABU APO AE		COD W917PM		8. ADDRESS OFFER TO (If other than Item 7)		COD
TEL FAX:		See Item		TEL FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located See Instructions to Offerors until 05:00 PM local 03 Mar 2007
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms conditions contained in this solicitation.

10. FOR INFORMATION	A. DEBORA D	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS debora.d.scott@usace.army.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT	DAT	AMENDMENT	DAT

15A. AN ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20.	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) COD		25. PAYMENT WILL BE MADE BY COD	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES

0001

BASE YEAR

PERSONAL SERVICES: Contractor rates will be fully burdened to include, but not be limited to, furnishing of all labor, management, equipment and materials for personal services to support the US Army Corps of Engineers.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		1	Hour	\$ _____	

DEPUTY RESIDENT ENGINEER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		1	Hour	\$ _____	

PROJECT ENGINEER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		1	Hour	\$ _____	

MECHANICAL ENGINEER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		1	Hour	\$ _____	

ELECTRICAL ENGINEER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Hour	\$ _____	

CIVIL ENGINEER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		1	Hour	\$ _____	

CONSTRUCTION INSPECTOR

QUALITY ASSURANCE REPRESENTATIVE

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	ARCHITECT See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AH	COST ESTIMATOR See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AJ	SCHEDULER See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AK	TRANSLATOR See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AL	ADMINISTRATIVE ASSISTANT See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AM	SAFETY OFFICER See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0001AN	GIS TECHNICIAN/SPECIALIST See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP		1	Hour	\$ _____	

ENGINEER DEPT. ASSISTANT

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AQ		1	Hour	\$ _____	

LOGISTIC/SUPPLY SPECIALIST

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AR		1	Lump Sum	\$ _____	

PER DIEM

REIMBURSEABLE EXPENSES

Maximum \$75,000.00 per performance period. See Scope of Work, Section 5.1 for itemized breakdown.

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AS		1	Hour	\$ _____	

ADMINISTRATIVE OFFICER

See Scope of work for job descriptions and requirements.

NET AMT \$ _____

TOTAL OF ALL LINE ITEMS IN BASE YEAR \$ _____

ITEM NO SUPPLIES/SERVICES
0002

OPTION PERIOD 1

PERSONAL SERVICES: Contractor rates will be fully burdened to include, but not be limited to, furnishing of all labor, management, equipment and materials for personal services to support the US Army Corps of Engineers.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	Hour	\$ _____	
OPTION	DEPUTY RESIDENT ENGINEER				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	Hour	\$ _____	
OPTION	PROJECT ENGINEER				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	Hour	\$ _____	
OPTION	MECHANICAL ENGINEER				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1	Hour	\$ _____	
OPTION	ELECTRICAL ENGINEER				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		1	Hour	\$ _____	
OPTION	CIVIL ENGINEER				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		1	Hour	\$ _____	
OPTION	CONSTRUCTION REPRESENTATIVE				
	QUALITY ASSURANCE REPRESENTATIVE				
	See Scope of work for job descriptions and requirements.				
				NET AMT	\$ _____

ITEM NO 0002AG OPTION	SUPPLIES/SERVICES ARCHITECT See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AH OPTION	SUPPLIES/SERVICES COST ESTIMATOR See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AJ OPTION	SUPPLIES/SERVICES SCHEDULER See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AK OPTION	SUPPLIES/SERVICES TRANSLATOR See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AL OPTION	SUPPLIES/SERVICES ADMINISTRATIVE ASSISTANT See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AM OPTION	SUPPLIES/SERVICES SAFETY OFFICER See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____
ITEM NO 0002AN OPTION	SUPPLIES/SERVICES GIS TECHNICIAN/SPECIALIST See Scope of work for job descriptions and requirements.	QUANTITY 1	UNIT Hour	UNIT PRICE \$_____	AMOUNT
				NET AMT	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP		1	Hour	\$ _____	
OPTION	ENGINEER DEPT. ASSISTANT				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ		1	Hour	\$ _____	
OPTION	LOGISTICS/SUPPLY SPECIALIST				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR		1	Lump Sum	\$ _____	
OPTION	PER DIEM				
	REIMBURSEABLE EXPENSES				
	Maximum \$75,000.00 per performance period. See Scope of Work, Section 5.1 for itemized breakdown.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AS		1	Hour	\$ _____	
OPTION	ADMINISTRATIVE OFFICER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

TOTAL OF ALL LINE ITEMS IN OPTION PERIOD 1 \$ _____

ITEM NO SUPPLIES/SERVICES
0003

OPTION PERIOD 2

PERSONAL SERVICES: Contractor rates will be fully burdened to include, but not be limited to, furnishing of all labor, management, equipment and materials for personal services to support the US Army Corps of Engineers.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA		1	Hour	\$ _____	
OPTION	DEPUTY RESIDENT ENGINEER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		1	Hour	\$ _____	
OPTION	PROJECT ENGINEER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		1	Hour	\$ _____	
OPTION	MECHANICAL ENGINEER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		1	Hour	\$ _____	
OPTION	ELECTRICAL ENGINEER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		1	Hour	\$ _____	
OPTION	CIVIL ENGINEER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		1	Hour	\$ _____	
OPTION	CONSTRUCTION INSPECTOR				
	QUALITY ASSURANCE REPRESENTATIVE				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	ARCHITECT See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AH OPTION	COST ESTIMATOR See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AJ OPTION	SCHEDULER See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AK OPTION	TRANSLATOR See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AL OPTION	ADMINISTRATIVE ASSISTANT See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AM OPTION	SAFETY OFFICER See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____
0003AN OPTION	GIS TECHNICIAN/SPECIALIST See Scope of work for job descriptions and requirements.	1	Hour	\$ _____	
				NET AMT	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AP		1	Hour	\$ _____	
OPTION	ENGINEER DEPT. ASSISTANT				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AQ		1	Hour	\$ _____	
OPTION	LOGISTIC/SUPPLY SPECIALIST				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AR		1	Lump Sum	\$ _____	
OPTION	PER DIEM				
	FFP				
	REIMBURSEABLE EXPENSES				
	Maximum \$75,000.00 per performance period. See Scope of Work, Section 5.1 for itemized breakdown.				

NET AMT \$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AS		1	Hour	\$ _____	
OPTION	ADMINISTRATIVE OFFICER				
	See Scope of work for job descriptions and requirements.				

NET AMT \$ _____

TOTAL OF ALL LINE ITEMS IN OPTION PERIOD 2 \$ _____

TOTAL OF ALL LINE ITEMS IN BASE YEAR, OPTION PERIOD 1 & 2 \$ _____

1. Estimated quantity of labor (hours or months, as applicable) will be ordered via Task Order after award.

2. Hourly rates bid will be a fully burdened rate including, but not limited to, labor, overhead, profit, transportation, equipment, insurance, etc.

Section C - Descriptions and Specifications

SCOPE OF WORK

- 1.0 General:** This contract is for Personal Services to support the US Army Corps of Engineers (USACE) with its mission in Afghanistan, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan and Uzbekistan.
- 2.0 Construction Quality Assurance and Construction Management Related Services:** The personnel provided to USACE under this Personal Services contract will be under the direct supervision and control of USACE personnel in the performance of their duties. The contractor shall not be responsible for directions or consequences of directions given by USACE. Performance will be in accordance with USACE guidance and requirements and as elsewhere provided for under this contract.
- 3.0 Qualifications:** Qualifications of personnel provided under this contract will conform to the Position Descriptions located in Exhibit A. Should the contractor offer for employment personnel with lesser qualifications, acceptance of such services at a specified rate will be based on written approval by the Contracting Officer.
- 4.0 Hiring of Personnel:** The Government may identify personnel for the contractor to hire under this personal services contract. All other personnel will be provided based on the conditions set forth in the terms and conditions of this contract. The Government reserves the right to interview any personnel provided by the contractor prior to hiring.
- 4.1 Right of First Refusal:** The contractor will be responsible for offering the right of first refusal to the existing Afghan workforce (unless notified otherwise by the Government), numbering approximately **thirty (30)** currently employed by the incumbent contractor, at a minimum pay rate commensurate with their existing compensation, within fifteen (15) calendar days after Notice to Proceed.
- 4.2 Physical Fitness of Personnel:** The contractor will hire personnel physically capable of performing assigned duties.
- 4.3 Ethics Training of Personnel:** The contractor will establish and implement an ethics training program for all newly hired employees and annually thereafter. The content and implementation of the training will be coordinated with the USACE Construction Division and Contracting Office. Training shall be minimum one hour in length and personnel record of receiving said training shall be maintained and made available upon request by Government.
- 4.4 Termination of Personnel:** The contractor shall immediately terminate any personnel provided under this contract upon the direction of the Contracting Officer.
- 4.5 Compensation:** The contractor shall be paid according to the Contract Line Items and associated Hourly Rates (\$US) that were proposed by the contractor at the time of bid. These hourly rates shall include, but not be limited to, labor, equipment, transportation (see Paragraph 10.0), overhead, profit etc. Except for reimbursable expense line items described in Section 5.0, all compensation for work provided under this contract shall be included in the hourly rates established for each Contract Line Item Number (CLIN)

utilized. Estimated hours will be established for each CLIN at the time of task order award. Total amount for the Base Period will not exceed \$2.5 million (US). Total amount for each Option period will not exceed \$2.5 million (US).

4.6 Work Week: It is anticipated that normal work hours will be 10 hours per day, 6 days per week, from Saturday to Thursday. Specific duty hours to be determined at each location, on a project by project basis. Each location and project will also determine the number of hours per week, from a minimum of 40 hours to a maximum of 60 hours in any calendar week.

4.7 Holiday Leave

4.7.1 Personnel are entitled to 3 days of paid holiday for “Eid Al-Fitr” following the Holy month of Ramadan, and 4 days for “Eid Al-Adha” following the pilgrimage to Mecca in accordance with the Islamic calendar. Paid holidays to be 8 hours.

4.7.2 Personnel are also authorized time off for holidays designated by the Afghanistan Government. No time off for U. S. Federal holidays. Paid holidays to be 8 hours.

4.8 Sick Leave: Personnel are entitled to 5 days of paid sick leave per year. Leave will be granted in increments of half days as well as full days. There is no limit on sick leave carry over from one year to the next. Unused leave balances will not be paid.

4.9 Vacation Leave: Personnel are entitled to 5 days of paid vacation leave per year. The maximum vacation leave carry over from one year to the next will be 15 days. Unused leave balances will not be paid. Vacation leave will be approved in advance by the designated Government official at each location.

4.10 Leave Without Pay: May be granted only with written approval of the designated Government official.

4.11 Other Benefits: Any other benefits required by Afghan law are the responsibility of the contractor, and should be included in the contractor’s proposed rates of compensation listed in Attachment 1.

5.0 Per Diem:

5.1 Should personnel be required to make overnight stays at a location other than their normal place of residence, to support the project to which they are assigned, reimbursement for expenses will be recorded on an agreed upon form with appropriate supporting documentation. Authorized expenses incurred by personnel in a travel status while working shall include only:

- Per Diem for lodging and meals if an overnight trip is required, up to \$8 per day;
- Internet charges- maximum of \$25.00 per calendar week;
- Phone cards for work related calls only.

Per Diem expenses will be paid under the Per Diem Reimbursable Expenses CLIN, not to exceed the amount noted for that Performance Period.

6.0 Language: Personnel are required to have a working knowledge and ability with English commensurate with their assigned duties. Personnel shall be required to interpret and translate

verbal and written technical English to Dari (or Pashtu, as appropriate) and visa versa. Reference the attached position descriptions for specific requirements.

7.0 Security and Facility Access:

- 7.1** The contractor will be responsible for obtaining all permits, licenses, rights of entry and approvals from all local Governorate and National authorities as necessary for the performance of these personal services. Rights of entry include the ability to obtain the proper documentation to ensure that personnel provided via this contract can enter facilities controlled by U.S. and coalition forces, the US State Department and the Afghani Government.
- 7.2** The contractor shall be responsible for coordinating security vetting, where available- including collecting the local national's biographical data on the appropriate forms required by the entity which performs the security vetting function and escorting the candidates to the vetting venue. The appropriate Government intelligence or other agency or its designee will be responsible for conducting the background investigation and screening to vet the employees.
- 7.3** As part of the coordination responsibilities, the contractor shall also be responsible for tracking and transmitting final proof of vetting provided by the Government investigatory agency to the Contracting Officer for all new employees hired. New employees do not include personnel hired from the incumbent contractor upon commencement of this contract, as long as there is evidence of previously completed vetting for each individual.
- 7.4** USACE –AED will provide sponsorship to facilitate badging at individual Forward Operating Bases when required by the installation regulations. Where installation regulations permit, the Government may authorize interim hiring of personnel contingent upon the successful completion of security screening.
- 7.5** Security Notification. Should an employee be arrested for whatever reason or fail to pass any screening/vetting process, the contractor shall immediately notify the Contracting Officer.

8.0 Prompt Payment of Salaries:

- 8.1** Responsibility. Payroll delivery is the responsibility of the contractor. The contractor must develop safe and efficient means of delivering and distributing payroll at each field location occupied by their employees. The Government is not responsible for delivering payroll to the contractor's employees. Payroll procedures shall be submitted in accordance with this paragraph and as described by Section 9.0 below. Frequency of payment to employees by the contractor shall be on a biweekly basis for those individuals working at or nearby (within 10KM) an established USACE District/ Area, Resident, or Project Office, and monthly for those employees working at more remote locations.
- 8.2** Completion. For the purposes of this contract, payroll delivery is considered "complete" when payment has been signed for by every employee. Contractor is required to provide copies of all payroll delivery information at each request for contract payment from the Government, to cover the period since the last pay request was submitted.
- 8.3** Delinquency. Delivery of salaries to contractor employees will be considered late if it exceeds the agreed upon delivery date by more than two calendar days.
- 8.4** In the event that the Government is required to make payroll on behalf of the Contractor due to the Contractor's inability to fulfill its obligations under this Contract, the

Government will offset its costs for doing so against the Contractor's future invoiced amounts.

9.0 Contractors Standard Operating Procedures: Contractor should address each of the following procedures individually and submit these procedures to the Contracting Officer within 15 calendar days after Notice to Proceed. Procedures should be in sufficient detail.

- Screening and Vetting Procedures
- Hiring Procedures
- Payroll Procedures and Delivery Schedule
- Ethics Training

10.0 Place of Performance: USACE- AED has operating locations throughout Afghanistan, Kazakhstan, Kyrgyzstan, Pakistan, Tajikistan, Turkmenistan and Uzbekistan that will require personal services. The contractor will be responsible to furnish his own labor, materials, equipment, and transportation to accomplish the requirements stated herein. The contractor is responsible for ensuring that all personnel have the means to travel on a day to -to-day basis to and from their residence to their place of employment. Place of employment is defined as the USACE Resident/ Area/ District Office or the remote Project site to which the individual is assigned. Contractor will ensure all employees (Engineers/ QAR's, etc.) have the transportation ability to report to their assigned project site consistently, on a daily basis, and also provide on-site transportation where necessary to fulfill the requirements of this scope of work. AED will not provide transportation for contractor employees (Engineers/QAR's, etc.). Engineer/ QAR transportation shall be suitable for project access and mobility. Engineers/ QARs will often be required to travel long distances on road projects, therefore, it is incumbent upon them as a requirement for employment to have transportation at the jobsite. Projects are in remote areas and transportation must be reliable. No compensation will be made for any time that contractor employees are not at their assigned place of employment during established duty hours.

Transportation expenses shall be included in the bid hourly rate for each individual employed under this contract. No separate payment will be made for any transportation related expenses.

Employees will be required to prepare daily reports, submit photographs, and other routine and daily documentation as described, in order to:

- 1) report on construction progress at the assigned site;
- 2) demonstrate performance of assigned quality assurance and construction management duties;
- 3) provide evidence the employee is located at the assigned site on a daily basis.

- Kabul Area Office
 - Central Resident Office,
 - East Resident Office
 - North Resident Office
 - South Resident Office
 - Jalalabad Resident Office
 - Mihtarlam Resident Office
 - Bagram Resident Office
- Herat Area Office
- Gardez Area Office
 - Khost Resident Office
- Mazar-E-Sharif Area Office
 - AT- TJ Bridge Resident Office

- Kandahar Area Office
 - Qalat Resident Office
 - Lashkar Gah Resident Office
 - Tirin Kot Resident Office

Please note the above office locations are subject to change in the future, and do not represent/ include remote project sites that will, in many cases, be an employees' designated place of employment.

11.0 Equipment:

11.1 Contractor Furnished Equipment. The contractor will provide personnel, equipment, transportation, food, lodging, computer support, photographic equipment and software as described below and necessary to fulfill the requirements of this contract. At each location, the contractor will be responsible for providing the equipment deemed necessary for the performance of their assigned duties to the employees providing support to the Government under this Contract. At a minimum, each Engineer/QAR is required to possess:

- a. computer equipment, including MS Office software and a small printer
(including replacement cartridges),
- b. cell phone, digital camera, software with the ability to transmit reports and photographs, personal safety equipment such as, but not limited to, safety shoes, eye and hearing protection, cold weather protection, etc. (hardhats will be provided by USACE office to which employee is assigned),

Engineer/QAR's must possess the cell or satellite telephone which shall be turned on at all times and available for and capable of immediate communication with the USACE Construction COR and QA Contractor COR at all times. Contact information for each Engineer/QAR and their supervisor shall be furnished to the USACE QA Contractor COR and the Construction Contract COR upon award of the contract and updated as necessary.

- 11.2 Government Furnished Equipment.** The Government will provide a hardhat, paper, writing instruments, and any other office supplies deemed necessary for the performance of assigned duties. A desk or other suitable work space will be provided if the individual will be working at an established USACE Area, Resident, Project or District Office. If the individual works at a remote location, or at a project that does not have an established USACE office, then the vehicle used for transportation to the site will be used as the work space. The individual USACE office to which the employee is assigned will be responsible for providing the necessary office supplies.

12.0 Life Support:

- 12.1** The contractor will be responsible for providing its own life support under the contract.
- 12.2** The Government will not reimburse the Contractor for any life support costs allocable to any local national employees, its non- management personnel (e.g. engineers, construction representatives (QAR's), safety) or its subcontractor personnel.

13.0 Invoicing/Payment:

- 13.1** Invoicing for Personal Services will be on a monthly basis.

- 13.2** The invoice for services will include, in addition to any appropriate supporting documentation, Timesheets and Reimbursable Expense Sheets signed by the designated Government official at each location as well as certified payroll records that demonstrate that payment at the rate specified in the contract has been made to the employee.
- 13.3** Invoicing for per diem related reimbursable expenses (only as allowed and described by Paragraph 5.0 of this Section) will include sufficient back up documentation to allow USACE to evaluate those costs independently.
- 13.4** All invoices shall include substantial documentation adequate to verify costs claimed.
- 13.5** Payment will be made by Electronic Funds Transfer (EFT) only.

14.0 Period of Performance: This contract will have 1 Base Period and 2 Option Periods of twelve months each. Options may be exercised by the government after the 12 months duration or after the \$2.5 million capacity per year is reached.

15.-0 Ordering of Personal Services: This contract is an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Total amount of contract for the Base Period will not exceed \$2.5 million (US). Total amount for each Option period will not exceed \$2.5 million (US).

16.0 Ordering Procedures: The Government will order personal services under this contract by the issuance of Task Order on an as needed basis using the proposed rates shown on the Bidding Schedule. Task Orders shall be issued in writing by the Contracting Officer. Any changes to the Scope of Work indicated herein shall be made via a Modification. Changes/Modifications shall be executed only by the Contracting Officer.

17.0 Delivery of Services:

17.1 The contractor will be required to provide Government services within 15 calendar days of the placement of the order. Within 15 calendar days, the Contractor will be operating in country, will have offered the right of first refusal to the incumbent employees (unless notified otherwise by the Government), and will be collecting and consolidating timesheets/ reports.

17.2 The contractor is required to provide total services as described herein within 30 calendar days of the placement of the order. Within 30 days, the contractor will be fully mobilized to include processing new hires, prepared to deliver payroll, and completing functions described in this Statement of Work. Any deviations from this schedule will require approval by the Contracting Officer.

17.3 Once fully mobilized, the contractor will satisfy all staffing needs within 7 calendar days of the request when an individual has been identified by the Government. The contractor will provide potential candidates to fill positions within 14 days of the request.

18.0 Release of Information: All rights in data and reports shall become the property of the US Government. All information gathered under this contract by the contractor and all reports and recommendations shall be treated as privileged information by the contractor and shall not, without the prior written consent of the Contracting Officer, be made available to any person, party or Government other than USACE, except as otherwise expressly provided in this contract and/or USACE operating

procedures. The contractor shall require each employee to sign a statement agreeing to the conditions specified herein.

POSITION DESCRIPTIONS AND REQUIREMENTS

- 1 – Position Description, Deputy Resident Engineer**
- 2 – Position Description, Project Engineer**
- 3 – Position Description, Mechanical Engineer**
- 4 – Position Description, Electrical Engineer**
- 5 – Position Description, Civil Engineer**
- 6 - Position Description, Construction Inspector/ Quality Assurance Representative (QAR)**
- 7 – Position Description, Architect**
- 8 – Position Description, Cost Estimator**
- 9 – Position Description, Scheduler**
- 10 – Position Description, Translator**
- 11-- Position Description, Administrative Assistant**
- 12 – Position Description, Safety Officer**
- 13 – Position Description, GIS Technician/Specialist**
- 14 – Position Description, Engineer Department Assistant**
- 15 – Position Description, Logistic/Supply Specialist**
- 16 – Position Description, Administrative Officer**

NOTES REGARDING LICENSE AND CREDENTIAL REQUIREMENTS

1. Position Title: Deputy Resident Engineer (Estimated positions up to 7)**Description of Duties:**

1. Serves as the technically responsible professional engineer for one or more program areas which involve substantial and exceptionally complex engineering aspects relating to the design, implementation and administration of technical projects for roads, bridges, facilities, etc. Provides professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Develops designs, drawings, specifications, detailed engineering plans and cost estimates for projects in assigned program area(s).
3. Reviews, evaluates and makes professional recommendations concerning the engineering feasibility of plans developed by proposers' of projects.
4. Reviews invitations to bid, bids, award recommendations and contracts for engineering accuracy and technical adequacy.
5. Monitors the adequacy and acceptability of the engineering aspects of project construction work through field inspections, review of contractor reports and meetings with project personnel.
6. Submits reports on project progress, including professional analyses of engineering and related problems and recommendations for corrective action.
7. Maintains liaison with contractors and host government personnel responsible for project implementation, scheduling, procurement and compliance with local building and construction codes for the purpose of facilitating the resolution of problems.
8. May supervise a staff of engineering draftsmen, engineering inspectors, clerical support personnel and, where needed, a lower level professional engineer.

Required Skills:

1. A Bachelor of Science. or equivalent collegiate degree in civil or another appropriate field of engineering is required.
2. At least 6 years of progressively responsible experience as a professional engineer is required.
3. Ability to speak and read English and Dari/ Pashtu fluently.
4. Expert knowledge of the field of engineering in which engaged and a sound knowledge of allied fields bearing upon the engineering work involved.
5. Expert knowledge of building and construction practices and knowledge of building and construction codes.
6. Professional engineer's license or other appropriate (for the host country) credentials in the appropriate field of engineering.
7. Ability to work as part of a multidisciplinary team.
8. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Possess knowledge of management concepts, principles, methods, and practice.
2. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
3. Proficient with Microsoft Word.
4. Familiarity with Microsoft Excel and Power Point
5. Substantial skill in preparing engineering reports, specifications and related materials in English.

*** SEE NOTES 1 AND 2***

2. Position Title: Project Engineer (Estimated positions up to 10)**Statement Of Duties:**

Work under the direction of the resident or area engineer. Work is assigned in general terms of overall objectives and results desired.

1. Serves as a project engineer providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Serves as the organizational subject matter expert regarding Afghanistan (or other host country) national standards and practices for civil and structural engineering designs, soil and foundation analysis for horizontal and vertical construction, including but not limited to facility site layout, site drainage, geotechnical considerations, material selection and approval for roads, bridges, and structures; water treatment and distribution infrastructure and systems; and waste water collection and treatment infrastructure and systems.
3. During design phase of a project, performs constructability review of project designs & specifications to determined site compatibility & anticipated problems.
4. During construction phases, ensures contractor compliance w/ contract schedules, plans, specifications, etc. identifies actual or potential problems & determines necessary for changes.
5. Serve as projects primary point of contact to obtain construction and as built drawings & other documents.
6. Reviews contractor receipt of materials & equipment procured by contractors purchase orders.
7. Conducts negotiations w/ contractors on modification work to establish equitable prices & realistic time allowance for modified and/or additional work.
8. Prepares various reports & correspondence pertaining to daily activities, progress payments, contact modifications materials, delays in construction, etc.

Educational and Experience Requirements:

1. Possess a degree in professional engineering and four years of experience directly related to the profession of civil or structural engineering.

Required Skills:

1. Possess an extensive knowledge of methods, practices, and processes of engineering and science disciplines.
2. Capability to control and manage assigned project's budget and schedule.
3. Ability to speak and read English and Dari/ Pashtu fluently.
4. Ability to work as part of a multidisciplinary team.
5. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Possess knowledge of management concepts, principles, methods, and practice.
2. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
3. Proficient with Microsoft Word.
4. Familiarity with Microsoft Excel and Power Point
5. Substantial skill in preparing engineering reports, specifications and related materials in English.

*** SEE NOTES 1 AND 2***

3. Position Title: Mechanical Engineer (Estimated positions up to 7)

Statement of Duties: Provides professional mechanical engineering and construction management support by performing tasks such as:

1. Serves as a general project engineer providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Serves as the organizational subject matter expert regarding Afghanistan (or other host country) national standards and practices for mechanical engineering designs, system components, installations, and system construction, including but not limited to site, facility, and building mechanical systems for commercial, industrial, and residential applications; water treatment and distribution infrastructure and systems; and waste water collection and treatment infrastructure and systems.
3. Participates in design reviews of and provides comments on contractor submitted mechanical engineering designs and plans for a variety of applications, including but not limited to those noted in Item #1 above.
4. Provides quality assurance oversight, documentation of such oversight, and recommends corrective actions as required to ensure high quality performance on contractor executed mechanical engineering projects or project tasks.
5. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed mechanical engineering projects or project tasks.
6. Assists the appointed contracting officer's representative and/or resident engineer in interpreting and enforcing contractual provisions regarding contractor mechanical engineering requirements and deliverables including but not limited to those noted in Item #1 above.
7. Documents and provides reports regarding contractor progress toward accomplishing contractual scopes of work including but not limited to those noted in Item #1 above. Recommends authorization of progress payments based on observed contract progress to established quality standards and specifications.
8. Maintains professional files in a systematic, retrievable, and contractually enforceable manner.

Educational and Experience Requirements:

1. University degree and two years of experience directly related to the profession of mechanical engineering.
2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to read and interpret mechanical engineering designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.
6. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Familiarity with computer word processing, spread sheets, and e-mail programs.

*** SEE NOTES 1 AND 2***

4. Position Title: Electrical Engineer (Estimated positions up to 7)

Statement of Duties: Provides professional electrical engineering and construction management support by performing tasks such as:

1. Serves as a general project engineer providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Serves as the organizational subject matter expert regarding Afghanistan (or other host country) national standards and practices for electrical engineering designs, system components, installations, and system construction, including but not limited to primary power generation and distribution infrastructure, commercial and industrial electrical systems, and residential electrical systems.
3. Participates in design reviews of and provides comments on contractor submitted electrical engineering designs and plans for a variety of applications, including but not limited to those noted in Item #1 above.
4. Provides quality assurance oversight, documentation of such oversight, and recommends corrective actions as required to ensure high quality performance on contractor executed electrical engineering projects or project tasks.
5. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed electrical engineering projects or project tasks.
6. Assists the appointed contracting officer's representative and/or resident engineer in interpreting and enforcing contractual provisions regarding contractor electrical engineering requirements and deliverables including but not limited to those noted in Item #1 above.
7. Documents and provides reports regarding contractor progress toward accomplishing contractual scopes of work including but not limited to those noted in Item #1 above. Recommends authorization of progress payments based on observed contract progress to established quality standards and specifications.
8. Maintains professional files in a systematic, retrievable, and contractually enforceable manner.

Educational and Experience Requirements:

1. University degree and two years of experience directly related to the profession of electrical engineering.
2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to read and interpret electrical engineering designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.
6. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Familiarity with computer word processing, spread sheets, and e-mail programs.

*** SEE NOTES 1 AND 2***

5. Position Title: Civil Engineer (Estimated positions up to 7)

Statement of Duties: Provides professional civil engineering and construction management support by performing tasks such as:

1. Serves as a general project engineer providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Serves as the organizational subject matter expert regarding Afghanistan (or other host country) national standards and practices for civil and structural engineering designs, soil and foundation analysis for horizontal and vertical construction, including but not limited to facility site layout, site drainage, geotechnical considerations, material selection and approval for roads, bridges, and structures; water treatment and distribution infrastructure and systems; and waste water collection and treatment infrastructure and systems.
3. Participates in design reviews of and provides comments on contractor submitted civil engineering designs and plans for a variety of applications, including but not limited to those noted in Item #1 above.
4. Provides quality assurance oversight, documentation of such oversight, and recommends corrective actions as required to ensure high quality performance on contractor executed civil engineering projects or project tasks.
5. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed civil engineering projects or project tasks.
6. Assists the appointed contracting officer's representative and/or resident engineer in interpreting and enforcing contractual provisions regarding contractor civil engineering requirements and deliverables including but not limited to those noted in Item #1 above.
7. Documents and provides reports regarding contractor progress toward accomplishing contractual scopes of work including but not limited to those noted in Item #1 above. Recommends authorization of progress payments based on observed contract progress to established quality standards and specifications.
8. Maintains professional files in a systematic, retrievable, and contractually enforceable manner.

Educational and Experience Requirements:

1. University degree and two years of experience directly related to the profession of civil and/or structural engineering.
2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to read and interpret civil engineering designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.
6. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Familiarity with computer word processing, spread sheets, and e-mail programs.

*** SEE NOTES 1 AND 2***

6. Position Title: Construction Inspector/Quality Assurance Representative (Estimated positions up to 100)

Statement of Duties: Provides technical and construction oversight/quality assurance (QA) support by performing tasks such as:

1. Perform office and field interdisciplinary duties associated with USACE-AED civil and military projects including construction management and coordination with the U.S. Army Corps of Engineers, Customer and other agencies
2. Provide subject matter assistance regarding Afghanistan national standards(or other host country) and projects for:
 - i. Civil and structural engineering designs, soil and foundation analysis for horizontal and vertical construction, including but not limited to facility site layout, site drainage, geotechnical consideration, material selection and recommendations for roads, bridges and structures; water treatment and distribution infrastructure and systems; and waste water collection and treatment infrastructure and systems.
 - ii. Electrical engineering designs, systems components, installations, and system construction, including but not limited to primary power generation and distribution infrastructure, commercial and industrial electrical system, and resident electrical systems.
 - iii. Mechanical engineering designs, system components, installation, and system construction, including but no limited to site, facility, and building mechanical systems for commercial, industrial, and resident applications, water treatment and distribution infrastructure and systems; and waste water collection and treatment infrastructure and systems.
3. Participate in design reviews of and provide comments on contractor submitted engineering designs and plans for a variety of applications, including but not limited to those noted in Item #2 above.
4. Provide quality assurance oversight, documentation of such oversight, and recommend corrective actions as required to ensure high quality performance on contractor executed engineering projects or project tasks. Write reports recommending corrective action on deficient conditions.
5. Provide safety oversight, documentation of such oversight, and direct corrective actions as required to ensure worker safety during the performance of contractor executed engineering projects or project tasks.
6. Assist the appointed contracting officer's representative and/or project engineer in interpreting and enforcing contractual provisions regarding contractor engineering requirements and deliverables including but not limited to those noted in Item # 2 above.
7. Document and provide reports regarding contractor progress toward accomplishing contractual scopes of work including but not limited to those noted in Item #2 above. Prepare daily reports of activities reflecting progress of construction, quantities and quality of materials placed, weather conditions, reasons for delays in construction, instruction given to contractor and any unusual circumstance encounter. Prepare a weekly report to consolidate the ongoing activities of the project.
8. Serve as English- Dari and/or Pashtu Language Specialist on a wide range of issues including conferences with the contractors, submittal reviews, translation of design documents, etc.
9. Maintain professional files in a systematic, retrievable, and contractually enforceable manner.

Education and Experience Requirements:

1. University/College technical degree and/or equivalent work experience directly related to the engineering technology required.

2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English, Dari and/or Pashtu
2. Ability to read and interpret engineering designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, scanners, digital cameras)
5. Ability to work as part of a multidisciplinary team.
6. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

Familiarity with computer word processing, spreadsheets, and e-mail programs.

*** SEE NOTE 2***

7. Position Title: Project Architect (Estimated positions up to 4)

Statement of Duties: Provides professional architectural and construction management support by performing tasks such as:

1. Serves as a general project architect providing professional and technical leadership, guidance, and expertise in managing contractor executed construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Iraq.
2. Serves as the organizational subject matter expert regarding Iraqi national standards and practices for architectural designs, building components, component installations, building construction, landscaping, and ergonomics, including but not limited to commercial, industrial, and residential buildings and landscaping applications.
3. Participates in design reviews of and provides comments on contractor submitted architectural designs and plans for a variety of applications, including but not limited to those noted in Item #1 above.
4. Provides quality assurance oversight, documentation of such oversight, and recommends corrective actions as required to ensure high quality performance on contractor executed architectural projects or project tasks.
5. Provides safety oversight, documentation of such oversight, and directs corrective actions as required to ensure worker safety during the performance of contractor executed projects or project tasks.
6. Assists the appointed contracting officer's representative and/or resident engineer in interpreting and enforcing contractual provisions regarding contractor architectural requirements and deliverables including but not limited to those noted in Item #1 above.
7. Documents and provides reports regarding contractor progress toward accomplishing contractual scopes of work including but not limited to those noted in Item #1 above. Recommends authorization of progress payments based on observed contract progress to established quality standards and specifications.
8. Maintains professional files in a systematic, retrievable, and contractually enforceable manner.

Educational and Experience Requirements:

1. University degree and one year of experience directly related to the profession of architecture.
2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to read and interpret architectural designs and plans.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.
6. Have taken the Contract Quality Management (CQM) course approved by AED.

Desired Skills:

1. Familiarity with computer word processing, spread sheets, and e-mail programs.

*** SEE NOTES 1 AND 2***

8. Position Title: Cost Estimator (Estimated positions up to 4)**Statement of Duties:**

1. Performs a variety of work relative to planning and evaluating construction methods and procedures for various technical engineering alternatives relative to project work, reviewing and/or preparing a wide variety of engineering estimates, coordinating with and advising others, and participating in bid opening and negotiation meetings as technical advisor or for informational purposes.
2. Plans, evaluates, reviews, and/or prepares a wide variety of engineering estimates ranging to those which are technically and procedurally complex.
3. Develops cost estimates for projects from feasibility to construction.
4. Recommends consideration of changes in plans which may result in greater economy through substitution of materials or simplification of construction.
5. Routinely takes necessary action to insure security of Government estimates.
6. Advises supervisor or project managers of extremely difficult and/or controversial problems and matters of policy resulting from assigned estimating responsibilities and work assignments. Suggests methods or procedures or additional studies required to resolve problems encountered.
7. Makes field visits to construction projects, both Federally and privately constructed, to gather first-hand information regarding contract operations, difficulties encountered, the relative merits of proposed materials, availability, costs relative to allowable substitutes, and other information that will assist in making sound and realistic cost estimates.
8. Attends negotiation meetings, bid opening sessions, and Board of Review meetings.
9. Maintains files of current material prices and construction equipment first costs obtained from quotations by suppliers.
10. Provides technical review and/or guidance for lower graded Branch technicians involved in estimate preparation.

Educational and Experience Requirements:

3. University degree and two years of experience directly related to the profession of cost estimating.
4. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to read and interpret designs, plans, scopes of work, and specifications.
3. Ability to read and follow maps.
4. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
5. Ability to work as part of a multidisciplinary team.

Desired Skills:

1. Familiarity with computer word processing, spread sheets, and e-mail programs.

*** SEE NOTES 1 AND 2***

9. Position Title: Scheduler (Estimated positions up to 4)**Statement of Duties:**

1. Creating and implementing Critical Path Method (CPM) Baseline Schedule with Primavera Project Planner or Microsoft (MS) Project
2. Updates monthly construction schedule with narratives and progress analysis
3. Coordinates the various subprojects into a Master schedule
4. Maintains and monitors program and project level CPM
5. Monitors program milestones and interdependencies between subprojects, identifying the critical path and suggesting alternatives

Required skills:

1. Ability to speak and read English and Dari/Pashtu.
2. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines).
3. Proficient with scheduling software (Primavera and MS Project).

Desired Skills:

1. Familiar with MS excel and power point, and MS Outlook email system.

*** SEE NOTES 1 AND 2***

10. Position Title: Translator (Estimated positions up to 8)**Statement of Duties:**

Provides translation, general office, and administrative support by performing such tasks as:

1. Serves as English/ Dari/ Pashtu translator for the office and serves as liaison for the office with other LN personnel.
2. Types various forms, memorandum and reports using office automation equipment. (i.e. award citations, policy statements).
3. Establishes and maintains a variety of office files for time keeping performance appraisals, personal tracking, hand-receipt, reporting requirements etc.
4. Use copier machines, fax machines and other types of peripheral automated – equipment.
5. Answers telephones, greets and directs visitors to the appropriate staff member or office.

Required Skills:

1. Ability to speak and read English and Dari/ Pashtu.
2. Ability to use a variety of office equipment (i.e. computers, copiers, fax machines, digital cameras).
3. Proficient with Microsoft Word.

Desired Skills:

1. Familiarity with Microsoft Excel and Power Point.

*** SEE NOTES 2***

11. Position Title: Administrative Assistant (Estimated positions up to 10)**Statement of Duties:**

1. Types a wide variety of narrative and tabular material, including memorandums, correspondence, reports, directives, administrative studies, technical papers, manuals, charts, and statistical tables.
2. Searches files and records for information and references.
3. Assembles materials for use in preparing reports, correspondence, and technical papers.
4. Composes correspondence, reports, memorandums from oral instructions or in accordance with standard office procedures.
5. Checks correspondence, bills, vouchers, and receipts for presence of signatures, proper nomenclature, accuracy of fiscal data, etc.
6. Classifies and codes material for filing.
7. Performs routine translation (Dari and/ or Pashtu to English and visa- versa) duties in connection with day-to-day office activities.
8. Answers telephone and receives visitors to the office. Provides information requested or refers callers and visitors to others.

Required Qualifications:

1. Completion of elementary school is required
2. One year of typing and clerical experience is required.
3. Ability to type 40 words per minute.
4. Level 3 English ability (good working knowledge) is required.

Desired Qualifications:

1. Two years of secondary school is desirable.
2. Most of the experience with a US Government Agency is desired.
3. Knowledge of general clerical practices and procedures.
4. Knowledge of statistical or tabular typing practices.

12. Position Title: Safety Officer (Estimated positions up to 2)**Statement of Duties:**

1. Confers with design engineers during development of design plans and specifications and makes comprehensive safety review of completed plans to insure the inclusion of optimum accident prevention controls and safety features.
2. Reviews and evaluates safety programs and accident prevention pre-plans, submitted by resident engineers on construction projects. Insures conformance with safety standards and procedures.
3. Plans, develops and exercises staff supervision over activities related to environmental health hazards, such as sight and hearing conservation programs, exposures to temperature extremes, toxic materials and ionizing radiation; personal health and sanitation, physical examinations of personnel for safety purposes, inoculation, vaccination and immunization of personnel standards for drinking water, toilet, sewage and other sanitary facilities.
4. Provides technical direction and assistance, as required on work to be accomplished.
5. Participates in conferences and discussions with representatives of technical divisions of the district and offices of higher echelons, representatives of using services, contract forces, other Government agencies, and equipment suppliers.
6. Coordinates, plans and evaluates safety training courses. Determines course objectives, need for training, recommends nomination of individuals to appropriate supervisor, organizes and writes lesson plans.
7. Responsible for implementation and enforcement of all safety rules, regulations, and directives applicable to the work supervised.

Required Qualifications:

1. Knowledge of building design, construction standards, methods and practices sufficient to evaluate compliance with safety and occupational health criteria.
2. Knowledge of safety and occupational health principles, practices, procedures and standards.
3. Knowledge of a job hazard analysis and other analytical techniques sufficient to perform mishap investigations and identify causal factors.
4. Knowledge of professional engineering principles, methods, and techniques and skill in devising innovative safety procedures to minimize potential for injury of property damage resulting from construction activities and equipment operations.

Education and Experience Requirements:

1. University/College technical degree and/or equivalent work experience directly related to the engineering technology and/ or safety required.
2. The experience contained in the applicant's resume will be evaluated as it relates to the qualifications, skills, and abilities required for this position.

13. Position Title: GIS Technician/Specialist (Estimated positions up to 2)**Statement of Duties:**

1. Responsible for support of nationwide geospatial database of reconstruction activities in Afghanistan and the Central Asia Republics.
2. Convert text and raw coordinates into GIS data files, checking accuracy, documenting collected data.
3. Coordination with diverse community of data producers, database managers and customers.
4. Prepare reports, conduct GIS training and prepare instructional material.
5. This position will receive direction from the AED GIS manager and function as part of the AED engineering staff.
6. Other duties related to GIS or database management may be assigned.
7. Responsible for map design and production.
8. Receive information from wide variety of sources such as MS Word, Excel, Access, and hard copy and input data in to the Common Operating Picture database.
9. Perform quality checks on coordinate data. Convert coordinates between various datums such as MGRS, Lat/Lon.
10. Conduct liaisons with GOA ministries and host nation organizations.
11. Develop databases in MS Excel and MS Access.
12. Create geodatabases and map products using ArcGIS suite of products.

Required Qualifications:

1. The GIS Technician/Specialist should have at least four years of general GIS experience.
2. Bachelors Degree or equivalent from university in technical, management, or professional field.
3. Knowledge of English and Dari/Pashto languages sufficient to interpret and translate verbal and written technical documents, (fluent, level 4).
4. Must be proficient in the following computer programs; Windows, Word, Excel, Access, AutoCAD, GIS Software
5. Minimum three years job experience using ArcGIS to develop geodatabases and map products.
6. Experience with operation of handheld Global Positioning Units (GPS's).

Desired Qualifications:

1. Ability to work under pressure.
2. Ability to work independently and show initiative.
3. Be able to travel to remote areas as required.

*** SEE NOTES 1 AND 2***

14. Position Title: Engineering Department Assistant (Estimated positions up to 2)**Statement of Duties:**

1. Receives and Logs Incoming Submittals
 - a. Greets Contractors.
 - b. Communicates with Project Managers, Resident Engineers, Construction Representatives in matters pertaining to progress of submittal processing
 - c. Forwards drawings and other technical submittals to the proper Engineering Dept personnel.
2. Managing, organizing and filing all engineering and technical documents.
3. Manages all archived files in the storage buildings.
4. Makes copies for Engineering staff.
5. English to Dari Translation, and vice versa for numerous documents including Power Point Presentations from English to Dari.
6. Give Presentation at the Contractor's Conference.
7. Manages Dr. Checks database
 - a. Opens & Closes Reviews
 - b. Contacts Project Managers about Review Completion
8. Contractor Liaison.
9. Maintains and orders Engineering Department office supplies.
10. Delivers Submittals to Project Managers and Resident Engineers.
11. Develops and Maintains Sunday Meeting Report.
12. Maintains and Updates Access Database.
13. Assists the Engineering Dept.

Required Qualifications:

1. Should have at least two years of experience working for a Non Governmental Organizations, International/National Businesses in Afghanistan or Developing Organizations.
2. At least a High School graduate.
3. Fluent in English and Dari languages sufficient to interpret verbal conversations and written documents.
4. Must have a working knowledge of the following computer programs; Windows, Word, Excel, PowerPoint.

Desired Qualifications:

1. University degree is preferred.
2. Ability to work under pressure.
3. Ability to work independently and show initiative.
4. Be able to travel to remote areas as required.

15. Position Title: Logistics and Supply Specialist (Estimated positions up to 2)**Statement of Duties:**

1. Solve problems by investigating and analyzing a variety of unique supply, equipment, and transportation problems throughout AED and Afghanistan.
2. Responsible for ordering, receiving, inventorying of supplies and equipment that are delivered to Qalaa Compound.
3. Process acquisitions and receipt of supplies and materials to include: laundry service, Class I, Class II, working with vendors to acquire needed supplies and equipment through the local economy using Blanket Purchase Agreements.
4. Has an understanding of the Army Corps of Engineers business processes: Contracting Management, Resource Mgmt, and Logistics.
5. Coordinate with vendors and government agencies to expedite the acquisition and ordering processes using the Afghan economy.
6. Facilitate customs clearance for AED contractor shipments from Pakistan, Dubai etc.,
7. Work well and communicate with others in their native language.
8. Provide translation services, oral and written, for AED Commander and senior management staff, as needed.

Required Qualifications:

1. Ability to speak and read English and Dari/Pashto.
2. Ability to use a variety of office equipment (i.e. computers, copies, fax machines, digital cameras).
3. Proficient with Microsoft Word.
4. Level 4 English ability is required.
5. Two years experience in administrative or logistics field.

Desired Qualifications:

1. Proficiency in Microsoft Excel and Access.
2. High school graduate with some college credit desired.

16. Position Title: Administrative Officer (Estimated positions up to 5)**Statement of Duties:**

1. Serves as the Lead Assistant Administrator responsible for facilitating all customs clearance for AED contractor's shipments from Pakistan, Dubai, etc., in support of construction projects on behalf of the U.S. Army Corps of Engineers and the Republic of Afghanistan (or other host country).
2. Responsible for providing guidance and managing other local national employees; facilitating visas for contractors and AED employees; translate documents from English to Dari and vice-versa; provide interpreting services as required in high-level meetings and in meetings with contractors.
3. Types a wide variety of narrative and tabular material, including memorandums, correspondence, reports, directives, administrative studies, technical papers, manuals, charts, and statistical tables.
4. Searches files and records for information and references.
5. Assembles materials for use in preparing reports, correspondence, and technical papers.
6. Composes correspondence, reports, memorandums from oral instructions or in accordance with standard office procedures.
7. Checks correspondence, bills, vouchers, and receipts for presence of signatures, proper nomenclature, accuracy of fiscal data, etc.
8. Classifies and codes material for filing.
9. Performs routine translation (Dari and/ or Pashtu to English and visa- versa) duties in connection with day-to-day office activities.

Required Qualifications:

1. Completion of elementary school is required
2. One year of typing and clerical experience is required.
3. Ability to type 40 words per minute.
4. Level 3 English ability (good working and technical knowledge) is required.

Desired Qualifications:

1. Four years of secondary school is desirable.
2. Most of the experience with a US Government Agency is desired.
3. Knowledge of general clerical practices and procedures.
4. Knowledge of statistical or tabular typing practices.

***NOTES REGARDING LICENSE AND CREDENTIAL REQUIREMENTS FOR ABOVE POSITIONS, AS APPLICABLE**

1. Professional engineer's license or other appropriate (for the host country) credentials in the appropriate field of engineering/ architecture/ safety.
2. Substantial skill in preparing daily reports, engineering reports, accident reports, investigation reports, specifications and/ or position related materials in English.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
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Section H - Special Contract Requirements

MONTHLY SAFETY REPORTS

Section I		
MONTHLY EXPOSURE REPORT <small>(Supplement 1 to AR 385-40)</small>		DATE
INSTRUCTIONS		
<p>report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.</p> <p>Ensure to include the complete Contract Number including task order number.</p>		
SAFETY & OCCUPATIONAL HEALTH OFFICE		FROM AED: <input type="checkbox"/> RESIDENT ENGINEER <input type="checkbox"/> PROJECT ENGINEER <input type="checkbox"/> PROJECT MANAGER <div style="text-align: center;">_____ SIGNATURE</div>
CONTRACTORS NAME		PRIME CONTRACTOR NAME
CONTRACT NUMBER AND SHORT TITLE:		
SITE LOCATION (nearest city and province or latitude and longitude)		
MANHOURS YEAR TO DATE	MONTH	MANHOURS THIS MONTH
PREPARED BY		Prepared by (TYPE NAME and TITLE)

URE	CERTIFIED CONTRACTOR PROJECT MANAGER
Section II	
AND ILLNESS LOG <i>(Supplement 1 to AR 385-40)</i>	DATE:
CONTRACT NUMBER AND SHORT TITLE:	

Section III				
ECONOMIC ANALYSIS REPORT			DATE:	
CONTRACT NUMBER AND SHORT TITLE:				
SITE LOCATION (nearest city and province or latitude and longitude)				
Employment	Average Number of Employees per Day		Average Salary per Day	
	Afghan Employees	International Employees	Afghan Employees	International Employees
Unskilled Labor				
Semi Skilled Labor				
Skilled Labor				
Technical				
Supervisory				
Management				
Total				
Expenditures (include Prime and Subcontractors)				
	Local Expenditures (US\$) per Month		International Expenditures (US\$) per Month	
Sub Contracts				
Life Support				
Building Materials				
Equipment				
Security				
Total				

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be

specific to each active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-3	Payments under Personal Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-12	Termination (Personal Services)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the 1st day of the Base Period through the last day of Option 1 and 2, if exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000.00**;

(2) Any order for a combination of items in excess of **\$500,000.00**; or

(3) A series of orders from the same ordering office within **15 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the last day of the Base Period or the Option Periods 1 and 2, if exercised**.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding **80 % of the contract value**.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is **2 % of the contract value**.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) **by no later than 15 days prior to submission of the first request for payment**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT

information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

- (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.
- (End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan.**
 - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (End of provision)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
 - (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
 - (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
 - (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
 - (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.
- (End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **Combined Forces Command (CFC-A), Base Operations Command (BOC), Camp Eggers, Kabul, Afghanistan**

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

“Reference the exchange of diplomatic notes between the USA and Afghanistan dated September 26, 2002, December 12, 2002 and May 28, 2003; and/or successor notes or agreements as applicable.”

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **4.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**Quality Assurance/Construction Management Services Afghanistan**

NOTICE: Return Section B, "Bidding Schedule", and Section K, "Representations and Certifications", with your proposal. All amendments, if any, must be acknowledged and returned with the proposals. If you do not return these sections you may be considered **Non-Responsive**.

Minimum Award Guarantee: The minimum award guarantee for each contract shall be 2% of the total base year value or \$500,000.00 and 1% for each option year value or \$250,000.00 per option year as provided in EFARS 16.504.

Request for information must be directed to the person listed in Item 9 of the 1442. Inquiries and request that are directed to any other person may not be relayed to the proper person and therefore, may not be answered. Please email all questions to: debora.d.scott@tac01.usace.army.mil.

There will be a preproposal conference scheduled for **10:00am, February 8, 2007**, at the **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan**. Those who would like to attend, please email Ms. Debora Scott at email address debora.d.scott@tac01.usace.army.mil by February 6, 2007 if you would like to attend. Please provide your company name and the name of the representative (maximum of 2 persons) from your company that will be attending the meeting.

All proposals must be delivered to: **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan, Attn: Debora Scott, prior to 5:00pm, Kabul Time, 03 March 2007, for receipt of proposals**. Due to heightened security conditions, access to the building is controlled by security. Your packages will be opened and checked at the gate by the security guards. **Electronic proposals will not be accepted.**

Contractor Status and Notifications

- Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). **A copy of the notice shall be furnished to the contracting officer upon award of the contract, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.**
- This contract is firm fixed-price. Costs incurred in the performance of contract execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities are the sole responsibility of the contractor. The Government bears no obligation to reimburse the contractor for costs arising from the attacks of hostile

entities. The Government may provide the contractor with an equitable adjustment with respect to time.

- The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. **A copy of the notice shall be furnished to the contracting officer upon award of the contract, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.** At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

SPECIAL CLAUSE REFERENCES

- 52.222-22, 52.222-21, 25, 26, 29, 35, 36, 37
“Only applicable if contractor recruits personnel within the US.”
- 252.247-7024 “Only applicable if contractor gave a negative response to 252.247-7022.”
- 52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34
“Only applicable to contractors that are not to be registered in the CCR database.”
- 52.232-33, 252.204-7004
“Only applicable to contractors that are to be registered in the CCR database.”
- 252.229-7000, 252.229-7001
“Only applicable if contractor is a foreign concern.”

MANDATORY DUNS NUMBER REGISTRATION

Effective immediately, all awardees will be required to have registered for and received a DUNS number from DUNS and BRADSTREET. Your company can receive your official DUNS number by accessing the following website:

<http://www.dnb.com/upik/uk/intldunsform.asp?link=request>

Also, we strongly encourage all awardees to be registered with the Central Contractor Registration (CCR). This is the official Government Contractor database used by all Federal Contracting Personnel. You can register your company at the following website:

<http://www.ccr.gov/>

(End of section)

PROPOSAL PREPARATION

PART 1 - GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one (1) original and three (3) copies of the Volume I and Volume II and one (1) original and one (1) copy of the Volume II proposal. The Volume II proposal shall be sealed in a single package separate from the Volume I and Volume II proposals and both packages shall be clearly marked. The proposal shall be submitted as required herein and elsewhere in the RFP.

1. VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION

1.1 Content. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

1.1.1 Factor 1 – Qualifications and Experience. Demonstrate the qualifications and experience of the team, including sub-contractors, on required quality assurance/ construction management services similar to that described in this RFP. For each position / discipline listed below (except Construction Representative / QAR and Safety Officer positions), provide the names of three (3) individuals and submit their qualifications and experience to demonstrate that each one meets the requirements of the position descriptions included in Section C. For the Construction Representative/ QAR position, provide the names of six (6) individuals and submit their qualifications and experience to demonstrate that each one meets the requirements of the position description included in Section C. For the Safety Officer position, provide the name of one (1) individual and submit their qualifications and experience to demonstrate that he/ she meet the requirements of the position description included in Section C. Include the following information :

- Name and Position being proposed.
- Detailed Description of the Qualifications and Experience for the individuals being proposed (including time of service specific to each project, type of construction projects, construction cost, construction activities for which inspection and oversight was being performed, location and duration of projects, exact title and duties of the position filled on each project).
- Project owner's name, address, telephone, email (to be contacted by the Government).
- Employer name, address, telephone, email (to be contacted by the Government).
- Project completion date (estimated if in progress)
- Brief explanation that illustrates the capabilities of each individual and relevant job experiences and qualifications for the position being nominated.

Positions / Disciplines

- Deputy Resident Engineer
- Project Engineer
- Mechanical Engineer
- Civil Engineer
- Electrical Engineer
- Construction Inspector/ Quality Assurance Representative (QAR)
- Architect
- Cost Estimator
- Scheduler
- Translator
- Administrative Assistant
- Safety Officer
- GIS Technician/Specialist
- Engineering Department Assistant
- Logistics and Supply Specialist
- Administrative Officer

1.1.2 Factor 2 - Project Management

The Project Management Plan shall include the following:

- The team structure described with an organizational chart to include:
 - Key management personnel names and their title.
 - Key quality assurance/ construction management personnel and their title.
 - Ability to mobilize as required in Paragraph 17.0 of the Scope of Work.
- Overall management approach to implementing and maintaining the requirements described in this Statement of Work to support the Afghanistan Engineer District throughout Area of Responsibility.
- The process for resourcing (including procedures for evaluating personnel qualifications and experience, security considerations, hiring, etc.) the positions and disciplines described herein.
- The schedule for initial resourcing of required positions, and the subsequent routine hiring/ personnel placement time during the life of each option period.
- The process for establishing and maintaining effective means of communication with USACE project personnel on a daily basis.
- The process for establishing and maintaining effective mode(s) of transportation for individuals so they consistently report on a daily basis to assigned project sites.
- The interaction process with the Corps of Engineers and the roles that the team members will have in dealing with issues such as, but not limited to, inconsistent attendance, lack of effective communications, performance; etc.
 - Processes for resolving problems such as those described above.
- The process and schedule for delivering payroll.

1.1.3. Factor 3 – Personnel and Equipment Resources

1.1.3.1 Personnel. Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in the hiring, placement, performance evaluation, disciplinary action, and coordination with USACE personnel on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances; they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **five** years of professional experience.

- Project Manager for the overall contract
- Quality Control Manager to manage day to day performance and coordinate with USACE.
- Technical Qualifications and Experience Evaluator
- Personnel Evaluation Manager
- Security Evaluation Manager
- Personnel Action (Hiring/ Disciplinary Action) Manager
- Payroll Manager

Information to be provided for key personnel should be limited to no more than one-half page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan labor in numbers or percentages.

1.1.3.2 Equipment Resources. Provide description of equipment resources to be utilized for this project, including, but not limited to, the following:

- Computer equipment, including MS Office software and a small printer (including replacement cartridges),
- Means/ mode of reliable transportation to and from the jobsite,
- Digital camera,
- Cell phone,
- Software with the ability to transmit reports and photographs,
- Personal safety equipment such, but not limited to, safety shoes, eye and hearing protection, cold weather protection, etc.

1.2 Format

1.2.1 Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror and the project and the second sheet shall be a table of contents. The Volume I proposal is limited to no more than 50 single-sided or 25 double-sided pages, printed on 8-1/2" x 11" sheets, not including the cover sheet, designs/sketches, table of contents and letters of recommendation / evaluations / related

certificates. Offeror's are instructed not to use condensed print and not submit any extraneous materials with the proposal.

2. VOLUME II - COST/ PRICE PROPOSAL PREPARATION

2.1 Proposal Schedule. Offeror's shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section B, herein. Overhead and profit shall be applied to the proposed Hourly Rates proportionally to each category and shall not be required to be shown separately. The proposal shall include all allowances for labor, materials, equipment, transportation, overhead, profit, etc. in the Cost/Price Proposal. All costs and prices shall be firm.

B. CLARIFICATIONS AND FINAL PROPOSAL REVISION:

1. General. Any conflicting criteria shall be brought to the attention of the Government by the offeror as part of the written clarification requirement of the proposal. In the absence of such request for clarification, the offeror shall perform to the most beneficial criteria as determined by the Government.
2. Clarifications Prior to Proposal Due Date. In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the RFP letter. All RFP holders shall be advised of significant clarifications affecting the scope of the project.
3. Clarifications Submitted with Proposals. If clarifications remain at the time and date that proposals are due, written clarifications may be included in the proposal for consideration by the Government. Clarifications submitted with proposals shall clearly identify the understanding of the RFP documents and how this understanding is reflected in the cost proposal. Extensive qualifications, exclusions and exceptions in the form of clarifications may be considered by the Government to be non-responsive and may be grounds for rejection of the proposal.
4. Final Proposal Revision(s):
 - 4.1. The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.
 - 4.2. The Government may contact those firms whose proposals are within the competitive range and conduct discussions/negotiations concerning their proposal. Following resolution of the discussions/negotiations, offeror's in the competitive range shall be given the opportunity to submit their Final Proposal Revision (otherwise known as 'Best and Final offer').

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

-- End of Section --

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of

balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ)** contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

Section M - Evaluation Factors for Award

PROPOSAL EVALUATION AND CONTRACT AWARD**PART 1 – GENERAL**

A. BASIS FOR AWARD. The Government intends to make one award for completion of the subject project. The award will be made to the offeror whose proposal represents the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

B. PROPOSAL EVALUATION.

B.1. Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel. The identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

B.2. The Volume I (Management Technical) factors are listed in descending order of importance. Sub-factors under each factor are of equal importance. The factors will be evaluated and assigned merit ratings using the adjectives of excellent (E), good (G), satisfactory (S), marginal (M), and unsatisfactory (U). The non-pricing Volume I has equal weight to the pricing factor (Volume II) in the evaluation and selection process.

1. VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIA.**1.1 Content**

1.1.1 Factor 1 – Qualifications and Experience. The Government will evaluate the relevant qualifications and work experience of the contractor and the contractor's proposed quality assurance and construction management personnel, including subcontractors, on projects and for work similar to that described in this RFP. Contractor and QA personnel experience with similar relevant projects (type of construction, dollar value, complexity) will receive a higher rating than those with dissimilar or non-relevant projects. Other personnel including the use of Afghan workers will be evaluated.

Offers which deviate from RFP specifications or requirements may be considered weak or deficient.

Proposals with the most convincing evidence will receive the highest ratings.

1.1.2 Factor 2 – Project Management Plan.

The Government will evaluate and rate the Project Management Plan which will include the contractor's key personnel, the company's quality control procedures, their ability to resource the positions and disciplines described, their ability to schedule for initial resourcing of required positions, and the subsequent routine hiring/ personnel placement time during the life of each option period, their ability to establish and maintain effective means of communication with USACE project personnel on a daily basis, their ability to establish and maintain effective mode(s) of transportation for individuals so they

consistently report on a daily basis to assigned project sites, their ability to schedule and deliver payroll, and their ability to resolve problems and describe their interactions with the Corps of Engineers.

Offers which deviate from RFP specifications or requirements may be considered weak or deficient.

Proposals with the most convincing evidence will receive the highest ratings.

1.1.3 Factor 3 – Personnel and Equipment Resources.

1.1.3.1 Personnel. The Government will evaluate the qualifications and experience of contractor's key personnel for this project. Contractor personnel with experience with **similar relevant** projects (type of construction, dollar value, complexity) will receive a higher rating than those with dissimilar or non-relevant project experience. Other personnel including the use of Afghan workers will be evaluated.

Offers which deviate from RFP specifications or requirements may be considered weak or deficient.

Proposals with the most convincing evidence will receive the highest ratings.

1.1.3.2 Equipment Resources. The Government will evaluate the adequacy of the offeror's equipment resources to successfully complete the project.

Offers which deviate from RFP specifications or requirements may be considered weak or deficient.

Proposals with the most convincing evidence will receive the highest ratings.

1.2 Format. Proposal will be evaluated based on adherence to format requirements of Section L, Proposal Preparation.

2. VOLUME II - COST/ PRICE PROPOSAL PREPARATION. The Government will evaluate whether the Volume II cost/price proposals are complete and reasonable. The cost/price proposals will not be assigned adjective ratings but will be assigned a confidence/risk rating. The government will evaluate the proposed pricing and supporting information to determine the reasonableness and completeness of the proposed price. For evaluation purposes, the Government will calculate the overall proposed price for each offeror by multiplying the proposed fully burdened hourly labor rate for each position in the proposal schedule times the maximum weekly work hours of 60 and then multiplied by the estimated number of personnel indicated for each position. The sum of cumulative for all 16 positions will provide the total evaluated price. Below is an example of how the proposed prices for each offeror will be evaluated:

Position	Proposed Labor Rate	Weekly Hours	Estimated Number of Personnel	Total Proposed Price
Deputy Resident Engineer	\$7.50	60	7	\$3,150.00
Project Engineer	\$6.45	60	10	\$3,870.00
Total Evaluated Price				\$7,020.00

C. METHOD OF PROPOSAL EVALUATION

C.1 Proposals will be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

C.2 After the compliance review, the SSEB will begin evaluation and scoring the factors and sub-factors set forth herein. The Cost/ Price proposal information will be evaluated (not scored) with regard to reasonable and complete pricing and associated risks.

C.3 If necessary, a competitive range may be determined. The competitive range will consist of all proposals which are considered to have a reasonable chance of being selected for award. However, the offeror is reminded that the Government intends to award without discussions and that their best offer should be provided with the initial proposal. After the determination of the competitive range, written and/or oral discussions may be conducted with all offerors within the competitive range. Upon completion of written and/or oral discussions, Final Proposal Revision will be requested.

C.4 The Government may reject any or all proposals and waive minor informalities or minor irregularities in proposals.

D. SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, provides the best combination of management and technical capability and reasonable cost. The Government reserves the right to make award to other than the lowest cost offeror, price and other factors considered under the provision of "best value" to the Government.

-- End of Section --

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)